

# **WEST VIRGINIA PARKWAYS AUTHORITY**



## **AUTHORITY MEMBERS**

**GOVERNOR EARL RAY TOMBLIN**

**Jason Pizatella  
PAUL A. MATTOX, JR.  
DOUGLAS M. EPLING  
VICTOR GRIGORACI  
TOM MAINELLA  
WILLIAM SEAVER  
MIKE VINCIGUERRA  
WILLIAM CIPRIANI**

---

**GREGORY C. BARR  
GENERAL MANAGER**

## **CONTRACTOR'S PROPOSAL**

**NOTICE: ALL PAPERS BOUND WITH OR ATTACHED TO THE PROPOSAL FORM ARE A NECESSARY PART THEREOF AND MUST NOT BE DETACHED.**

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**COUNTY: RALEIGH COUNTY, WEST VIRGINIA**

**NAME OF PROJECT: TAMARACK HVAC REPAIRS**

**CONTRACT NO.: TH-1-15**

**BIDS WILL BE RECEIVED UNTIL 3:00 PM, DATE: APRIL 27, 2015 AT THE OFFICE OF THE WEST VIRGINIA PARKWAYS AUTHORITY'S GENERAL MANAGER, 3310 PIEDMONT ROAD, CHARLESTON, WEST VIRGINIA.**

**THE WEST VIRGINIA PARKWAYS AUTHORITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

# WEST VIRGINIA PARKWAYS AUTHORITY

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WEST VIRGINIA PARKWAYS AUTHORITY

ADVERTISEMENT FOR PROPOSALS

Sealed proposals will be received by the West Virginia Parkways Authority for:

CONTRACT TH-1-15  
TAMARACK HVAC REPAIRS  
RALEIGH COUNTY

This contract is located in Fayette, Kanawha, Mercer and Raleigh Counties. Prospective bidders shall be HVAC General Contractors with locally employed employees who have supervised and completed work similar to that outlined herein.

Contractor's tasks will include but not be limited to:

Repairs to AHU #1 and repairs to 11 nonfunctioning VAV's located in the Tamarack Building.

The West Virginia Parkways Authority is not obligated to use any set amount of work by the contractor.

Payment will be made on a cost-plus basis for materials and unit bid prices for labor.

All work shall be done in accordance with the requirements of the current West Virginia Department of Transportation, Division of Highways Standard Specifications for Roads and Bridges, and Supplemental Specifications, except as modified by the Contract Documents, Special Provisions, and Plans.

**Prospective bidders must attend the mandatory pre-bid conference to be held at Tamarack, Beckley WV at 10:00 AM on April 21, 2015. Bids will not be accepted from Contractors who do not attend the pre-bid conference.**

Proposals will be received at the office of the West Virginia Parkways Authority, Administration Building, Charleston, West Virginia until 3:00 PM April 27, 2015 at which time and place said proposals will be publicly opened and read. If proposals are to be mailed via the U.S. Postal Service regular mail, they must be addressed to the West Virginia Parkways Authority, P.O. Box 1469, Charleston, WV 25325. This mail is picked up by the Authority *once* a day between 7:00 AM and 8:00 AM. However, Express Mail One Day Service, Federal Express, United Parcel Service (UPS), etc., must be sent to the West Virginia Parkways Authority, 3310 Piedmont Road, Charleston, WV 25306. It shall be the bidder's responsibility to determine his transmittal method such that his bid will arrive in the Authority's office prior to the scheduled bid opening. Bids received in the Authority's office after the scheduled opening will be returned to the bidder unopened.

Proposals must be made upon the forms furnished by the Authority in the manner designated in the specifications, and must be enclosed in sealed envelopes bearing the name and address of the bidder and the number of the contract on the outside, and must be accompanied by a CASHIER'S or CERTIFIED CHECK or BID BOND in favor of the West Virginia Parkways Authority, FOR AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE AMOUNT OF THE PROPOSAL OR \$2,000 WHICHEVER IS THE GREATER, and must be delivered at the place designated above on or before the day and hour named.

The successful bidder shall execute and deliver to the Authority a contract bond in the amount of \$200,000.00.

Pursuant to Bureau of Employment Programs (BEP) Rule 96 C.S.R.1 Implementation Rule dated June 30, 2000, Contractors requesting plans must furnish their FEIN Number, company name and any name they are doing business as. Firms listed in the BEP Default Directory will not be issued Bidding Documents.

The Authority reserves the right to reject any and all Proposals submitted, and to waive any or all formalities in bidding, as it may deem in its best interest.

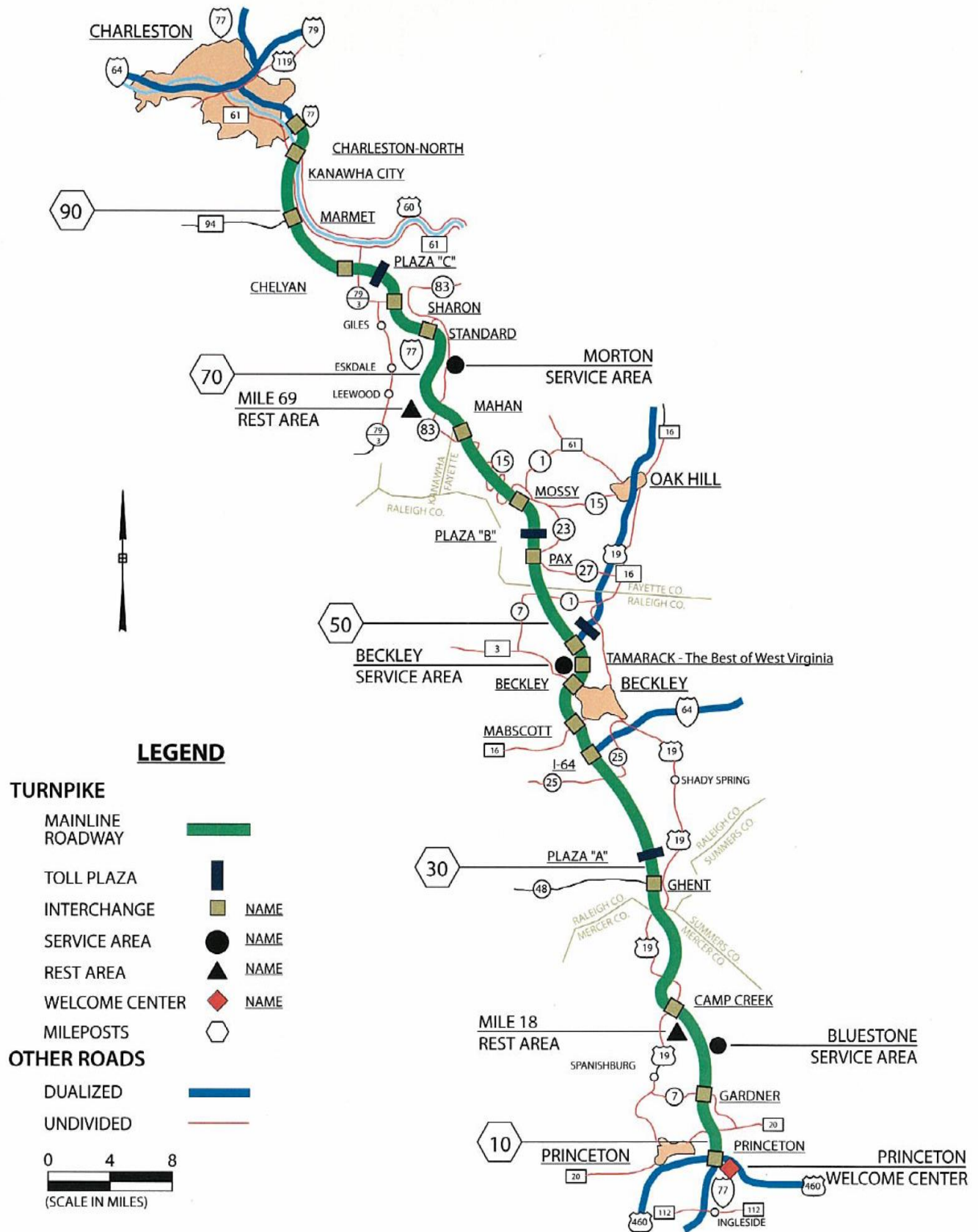
The Authority strongly encourages minority owned and women owned businesses to submit proposals for this contract.

The AUTHORITY is an Equal Opportunity Employer. All firms submitting proposals must certify that they practice Equal Employment Opportunities.

WEST VIRGINIA PARKWAYS AUTHORITY

  
Gregory C. Barr  
General Manager

DATE: APRIL 9, 2015



WEST VIRGINIA PARKWAYS AUTHORITY

SPECIAL PROVISIONS FOR

NOTICE TO BIDDERS

Prior to the bid date, questions that are technical/engineering or contract administration in nature or involve quantity discrepancies concerning this project should be directed to Margaret Vickers Purchasing Director, WV Parkways Authority by calling (304) 926-1900 or by email at mvickers@wvturnpike.com.

TO REPORT BID RIGGING ACTIVITIES CALL:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "Hotline" Monday through Friday, 8:00 AM to 5:00 PM, Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "Hotline" to report such activities.

The "Hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

WVPA  
DATE: 4-15-97  
Revised 4-1-11

CONTRACTOR'S PROPOSAL

CONTRACT TH-1-15

Proposal by \_\_\_\_\_  
(Contractor)

of \_\_\_\_\_  
(Address)

for the performance of the West Virginia Parkways Authority's Tamarack HVAC Repairs Contract in Raleigh County, West Virginia, known as Contract TH-1-15.

According to the attached plans, related special provisions and the West Virginia Department of Transportation, Division of Highways, Standard Specifications, Roads and Bridges, Adopted 2010, and the latest Supplemental Specifications, the special provisions and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein:

TO THE WEST VIRGINIA PARKWAYS AUTHORITY:

The undersigned hereby proposes to construct and build the above described contract for the respective amounts hereinafter set out.

On the acceptance of this proposal for said work, the undersigned will give the required bond with good security, conditioned for the faithful performance of said work and insurance, according to said plans and specifications and the doing of all other things required by said specifications for the consideration herein named and with the further condition that the Authority shall be saved harmless from any and all damages that might accrue to any person, persons or property by reason of negligence of the undersigned, or any person or persons under his employment and engaged in said work. Accompanying this proposal is a proposal guaranty bond, cashier's check or certified check on \_\_\_\_\_ Bank for \$\_\_\_\_\_ (for either \$2,000 or 5% of the total bid, whichever is the greater).

**In case this proposal shall be accepted by said Authority and the undersigned should fail to execute the contract with and furnish the surety required within the time fixed herein, this money shall become the property of the Authority, and shall be deposited to the credit of the Authority, otherwise, said check is to be returned to the undersigned.**

Upon the acceptance of this proposal for said work, the undersigned will give the required contract bond in the amount of \$1,000,000 with good security, conditioned for the faithful performance of said work and insurance, according to said plans and specifications and the doing of all other things required by said specifications for the consideration herein named and with the further condition that the Authority shall be saved harmless from any and all damages that might accrue to any person, persons or property by reason of negligence of the undersigned, or any person or persons under his employment and engaged in said work.

The undersigned certifies that their firm is prequalified with the West Virginia Division of Highways and practices Equal Employment Opportunities and declares to have no interest, direct or indirect, in any other bid for the work covered by the proposal, and to have carefully examined the form of contract and specifications, and the drawings therein referenced to, and will provide all necessary machinery, tools and apparatus and furnish all labor and materials and things necessary in the construction of said project. Said proposer has personally examined the project site considered in this proposal and is acquainted with all conditions and requirements and the location, ground, material, etc., and is relying on personal knowledge, not the Engineer's Estimate. The undersigned agrees to do all work in the most substantial and workmanlike manner called for by said contract plans and specifications, for the respective unit prices named below.

CONTRACTOR'S PROPOSAL

CONTRACT TH-1-15

PROPOSED LABOR & MISCELLANEOUS RATES

*Proposed labor hourly rates shall be complete reimbursement for the items listed in the Special Provisions Subsections 3.2, 4.2.1, 4.2.2, 4.2.3, 4.2.4, and 4.2.5.*

ITEM	PRICE	UNIT
1. Mechanical/Engineer	\$_____	Per Hour
2. HVAC Universal Technician	\$_____	Per Hour
3. Laborer	\$_____	Per Hour

**CONTRACT TH-1-15**  
**COST SUMMARY COMPARISON**

(1) Labor & Equipment	(2) Number	(3) Unit	(4) No. Units	(5) Unit Price	(2) x (4) x (5) Price
Mechanical Engineer	1	Hour	150		
HVAC Universal Technician	2	Hour	300		
Laborer	1	Hour	300		
<b>TOTAL PRICE</b>					

*This "Total Price" is not a bid price; however, it will be used to determine the successful bidder, provided that all required submittals are in order and the Authority decides to award the contract.*

AFFIDAVIT OF NONCOLLUSION  
CONTRACT TH-1-15

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_ (Contractor) by

\_\_\_\_\_ (Name and Title

of authorized representative), being duly sworn do depose, say and certify: That said contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with Contract TH-1-15, Tamarack HVAC repairs Raleigh County, West Virginia.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Name and Title of Authorized  
Representative

Taken, subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notarial Seal if executed  
outside West Virginia

\_\_\_\_\_  
Notary Public

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



**State of West Virginia**  
**DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT**  
**West Virginia Code §21-1D-5**

STATE OF WEST VIRGINIA,

COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

1. I am an employee of \_\_\_\_\_; and,  
(Company Name)
2. I do hereby attest that \_\_\_\_\_  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is  
in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Taken, subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

By Commission expires \_\_\_\_\_

Seal

\_\_\_\_\_  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS, FAILURE TO INCLDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

Jan 2009

**CONTRACTOR LICENSE**  
**TH-1-15**

*West Virginia State Code 21-11-2* requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Application for contractor's license may be made by contacting The West Virginia Department of Labor, 1800 Washington Street, East, Charleston, WV 25305, telephone (304) 558-7890.

*West Virginia State Code 21-11-11* requires any prospective bidder to include the contractor's license number on their bid.

**BIDDERS TO COMPLETE:**

Contractor's Name: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_

The successful bidder will be required to furnish a copy of their contractor's license prior to issuance of a Purchase Order/Contract.

WVPA  
DATE: 8-16-95  
REVISED: 4-1-11

CERTIFICATION

By submitting the within bid/proposal, the undersigned certifies in accordance with the West Virginia Code 5-22-1(b)1 that it:

- A. Is ready, able and willing to timely furnish the labor and materials to complete the Contract.
- B. Is in compliance with all applicable Laws of the State of West Virginia; and,
- C. Has supplied a valid bid bond or other surety authorized or approved by the contracting or public entity.

Contractor:\_\_\_\_\_ By:\_\_\_\_\_ (Authorized Representative)

WVPA  
DATE: 7-01-04  
REVISED: 4-1-11

WEST VIRGINIA PARKWAYS AUTHORITY

ADDENDA FOR CONTRACT TH-1-15

I hereby acknowledge receipt of the following addenda and have made the necessary revisions to the Contractor's Proposal, plans and/or specifications, or other applicable documents, and have considered the addenda in the calculation of my bid.

Addendum Numbers

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

I further acknowledge that the failure to confirm receipt of the addenda will cause my proposal to be rejected.

WVPA  
DATE: 4-1-11

WEST VIRGINIA PARKWAYS AUTHORITY  
SPECIAL PROVISIONS FOR  
NON-DISCRIMINATION - CONTRACT TH-1-15

NON-DISCRIMINATION OF EMPLOYEES FOR INTERSTATE, PRIMARY & SECONDARY PROJECTS

THE CONTRACTOR FURTHER AGREES AS FOLLOWS:

During the performance of the Contract, the Contractor and any of his subcontractors shall provide equal employment opportunities for all qualified persons and shall not discriminate against any employees or applicants because of race, color, religion, sex or national origin. The Contractor and his subcontractors shall comply with the executive orders of the Governor of the State of West Virginia dated October 16, 1963 and December 15, 1965, the Presidential Executive Order Number 11246 as amended by Executive Order Number 11375 and as supplemented in Department of Labor Regulations (Title 41 Codes of Federal Regulations, Part 60) and the Civil Rights Act of 1964 as amended, with the relevant rules, regulations and orders of the Secretary of Labor pertaining thereto, and with all related non-discrimination, non-segregation, affirmative action, veterans employment and handicapped employment laws, rules, regulations and orders (collectively the "EEO Requirements"). The Contractor will furnish upon request information and reports required by the EEO Requirements. The Contractor shall include these provisions in every subcontract or purchase order, unless exempted by the EEO Requirements, so that such provisions will be binding upon each Contractor, subcontractor or vendor performing services or providing materials relating to the work.

WVPA  
DATE: 8-16-95  
REVISED: 4-1-11

WEST VIRGINIA PARKWAYS AUTHORITY  
CONTRACT TH-1-15

**COMPLETION DATE**

Construction under the above proposal and calculation of working time will begin no later than 5 calendar days after notice to proceed, and all work will be completed within 35 working days and cannot exceed \$200,000.00. Additional working days will be allowed if there is a delay in receiving parts.

It is agreed that time is of the essence for this contract, and that I (we) will, in the event of my (our) failure to complete the contract within the time/cost limit named, reimburse the West Virginia Parkways Authority an amount to be determined by said Authority as sufficient to cover fully any additional demonstrable costs incurred by the Authority because of such failure, in addition to that specified in section 108.7 of the specifications.

**CERTIFICATE OF COMPLIANCE INVOLVING THE SUPPLYING  
OF ALUMINUM, GLASS, STEEL OR IRON PRODUCTS**

We have complied and shall continue to comply with the provisions of Chapter 5, Article 19, of the Official West Virginia code, 1931, as amended, which statute is incorporated herein by reference and the applicable specifications involving Domestic Aluminum, Glass and Iron in Public Works Projects. We have also complied and shall continue to comply with the provisions of Chapter 5A, Article 3, Section 56 of the West Virginia code, 1931, as amended, which statute is incorporated herein by reference and the applicable specifications, involving *Domestic Steel Products in State Supported Projects*.

WVPA  
DATE: 4-1-11

**SIGNATURE SHEET FOR CONTRACT TH-1-15**

IF AN INDIVIDUAL, SIGN BELOW:

\_\_\_\_\_  
(Name) \_\_\_\_\_ (Post Office Address)

IF AN INDIVIDUAL DOING BUSINESS UNDER  
A TRADE NAME, SIGN BELOW:

\_\_\_\_\_  
(Trade Name) \_\_\_\_\_ (Street and Post Office Address)

By \_\_\_\_\_  
(Sole Owner)

IF A PARTNERSHIP, SIGN BELOW:

\_\_\_\_\_  
(Name of Partnership) \_\_\_\_\_ (Street and Post Office Address)

By \_\_\_\_\_  
(Authorized Partner) \_\_\_\_\_ (Street and Post Office Address)

IF A JOINT BID, SIGN BELOW:

\_\_\_\_\_  
(Name of Corporation) \_\_\_\_\_ (Name of Corporation)

Incorporated under the laws of the State of \_\_\_\_\_  
of \_\_\_\_\_

Incorporated under the laws of the  
State

By \_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
(Title of Officer) \_\_\_\_\_ (Title of Officer)

\_\_\_\_\_  
(Street and Post Office Address) \_\_\_\_\_ (Street and Post Office Address)

IF A CORPORATION, SIGN BELOW:

\_\_\_\_\_  
(Name of Corporation)

Incorporated under the laws of the

State of \_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
(Street and Post Office Address)

(Title of Signing Officer)

ACKNOWLEDGMENT, MUST BE NOTARIZED:

Taken, subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

My commission Expires \_\_\_\_\_.

Notary seal if not  
Executed in West Virginia

\_\_\_\_\_  
(Notary Public)

WEST VIRGINIA PARKWAYS AUTHORITY

PROPOSAL GUARANTY BOND

CONTRACT NUMBER: TH-1-15

COUNTY: RALEIGH COUNTY, WEST VIRGINIA

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

Hereinafter called the "Principal" and \_\_\_\_\_

\_\_\_\_\_ corporation(s)  
incorporated under the laws of the State(s) of \_\_\_\_\_ and duly  
authorized to do business in the State of West Virginia, hereinafter (collectively, if two or more Sureties)  
called the "Surety" are held and firmly bound unto the West Virginia Parkways Authority, in the full and  
just sum of TWO THOUSAND DOLLARS (\$2,000) OR FIVE PERCENT (5%) OF TOTAL BID, WHICHEVER IS  
GREATER, lawful money of the United States of America, to be paid to the West Virginia Parkways  
Authority, which payment well and truly to be made and done, we bind ourselves, our heirs, executors,  
administrators, and successors, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the West Virginia Parkways Authority, a proposal attached hereto and hereby made a part hereof, to enter into a contract in writing for:

CONTRACT  
NUMBER: TH-1-15

NOW, THEREFORE,

- a. If said Proposal shall be rejected by the West Virginia Parkways Authority or in the alternative;
- b. If said Proposal shall be accepted by the West Virginia Parkways Authority, and the Principal shall duly execute the Contract and furnish the required Contract Bond within the stipulated time.

Then this obligation shall be void; otherwise the same shall remain in force and effect, and the Principal and Surety will pay unto the obligee the amount of this bond, which sum shall become the property of the West Virginia Parkways Authority, pursuant to Paragraph 103.9 of the Standard Specifications of the West Virginia Department of Transportation, Division of Highways, Adopted 2010 as applicable: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which The Authority may accept such proposal; and said Surety does hereby waive notice of any such extension.

The Principal and the Surety have hereunto set their hands and seals, and such of them, as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers.

\_\_\_\_\_(Seal)\_\_\_\_\_(Seal)  
PRINCIPAL SURETY

By\_\_\_\_\_ By\_\_\_\_\_

TITLE\_\_\_\_\_ TITLE\_\_\_\_\_

\_\_\_\_\_(Seal)  
IF CO/SURETY

By\_\_\_\_\_

TITLE \_\_\_\_\_

(Acknowledgment)  
(Surety)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
(If Co/Surety)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Attach Powers of Attorney Involved.

June 24, 1993

Revised: November 8, 2000; January 15, 2004; January 20, 2005, April 20, 2006, April 1, 2011

## CONTRACT

THIS AGREEMENT, made \_\_\_\_\_, 20\_\_\_\_, between the West Virginia Parkways Authority, a Corporation, hereinafter called "AUTHORITY" and \_\_\_\_\_, hereinafter called "CONTRACTOR".

WITNESSETH: WHEREAS "AUTHORITY" did by certain advertisement duly published and posted in accordance to law, invite proposals for the construction according to the plans and specifications of the "AUTHORITY", now on file in the office of the "AUTHORITY" the following project:

PROJECT NAME: TAMARACK HVAC REPAIRS  
RALEIGH COUNTY, WEST VIRGINIA  
KNOWN AND DESIGNATED AS:  
CONTRACT NO.: TH-1-15

WHEREAS, pursuant to said advertisement, "CONTRACTOR" submitted in writing a proposal and bid hereto attached for the construction of the above referenced project, according to said plans and specifications; and whereas, the contract for said project was duly awarded to Contractor, said "CONTRACTOR", being the lowest responsible bidder in said proposal, which proposal in the amount of (*written out*), (*\$Figures*) is hereto attached and made a part hereof:

- (1) NOW, THEREFORE, in consideration of the premises aforesaid, and the payments to be paid by "AUTHORITY" as set forth in said proposal "CONTRACTOR" agrees to furnish at his own cost and expense all the necessary materials, labor, tools, and equipment to build and complete said project in accordance with the plans, specifications and Special Provisions therefore on file in the office of the "AUTHORITY" which are hereby made a part of this contract.
- (2) "CONTRACTOR" AGREES he is fully informed as to all conditions affecting the work to done, as well as to the labor and materials to be furnished for the completion of this contract, and that such information was secured by personal investigation and research and not wholly from the estimate of the engineer, and that he will make no claim against the said "AUTHORITY" by reason of estimates, tests, or representations heretofore made by an officer or agent of said "AUTHORITY."
- (3) THE WORK under this contract shall be performed in accordance with the true intent and meaning hereof and according to plans and specifications, without expense of any nature whatsoever to said "AUTHORITY", other than the consideration named in this contract.

The "AUTHORITY", however, reserves the right to make such additions, deductions, or changes as it deems necessary, making an allowance or deduction therefore at the prices named in the proposal for this work, and the contract shall in no way be invalidated for any loss of anticipated

profits because of such change by reason of any variations between the estimated quantities and the quantities of the work done.

- (4) "CONTRACTOR" AGREES to conform to the laws of the State of West Virginia in reference to keeping the project open, and to all other legal requirements not mentioned herein, or specified; to keep all employees engaged on said work protected by the Worker's Compensation Fund in compliance with the Act of the Legislature of West Virginia, known as The Worker's Compensation Act, which is made a part hereof, and to save the "AUTHORITY" harmless from all liability for damage to persons or property that may accrue during and by reason of the acts or negligence of the "CONTRACTOR", his agents, employees, or subcontractors, if there be such.
- (5) CONSTRUCTION UNDER the above proposal will begin with a Notice to Proceed and continue until the funds budgeted for a specific construction season have been expended. There will be no specific completion date and the contract can be extended by Change Order with the mutual agreement of both parties for up to four additional one-year periods.
- (6) IT IS FURTHER AGREED if at any time during the prosecution of the work, the "AUTHORITY" shall determine that the work provided for is not being performed according to the contract, it may suspend the work under the contract, and thereupon complete it in compliance with the contract.
- (7) ON THE FAITHFUL PERFORMANCE of the work set forth in the contract and the acceptance of the "AUTHORITY", the "AUTHORITY" hereby agrees to pay the "CONTRACTOR" the amount due and owing.
- (8) THE AUTHORITY SHALL, once in each month make an estimate of work done, and of material which has been actually put in place, in accordance with the terms and conditions of this contract, during the preceding month, and compute the value thereof as set forth in the contract. From the total of the amounts so ascertained, there shall be deducted an amount equivalent to two (2) percent (2%) of the whole to be retained by the "AUTHORITY" until after completion of the entire contract, and its acceptance.
- (9) IT IS FURTHER AGREED that so long as any lawful or proper directions concerning the work or material given by the "AUTHORITY" shall remain unaccomplished, the "CONTRACTOR" shall not be paid any estimate on account of work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.

- (10) "CONTRACTOR" AGREES that in the employment of labor, in the performance of this contract, no preference or discrimination among citizens of the United States shall be made.
- (11) IT IS UNDERSTOOD and agreed that the plans, specifications, and proposals, as well as the "Information for Bidders", a copy of which is hereto attached, are each made part of this contract, and each and every provision thereof not herein specifically set forth shall be considered as binding upon the parties hereto as though same were herein written.
- (12) CONTRACTOR SHALL NOT assign, transfer, convey, sublet, or otherwise dispose of this contract, or of his right, title or interest therein, or his power to execute such contract, to any other persons, company, or corporation, without the previous consent in writing of the "AUTHORITY."
- (13) A COPY of the bond given by the "CONTRACTOR" to secure proper compliance with the terms and provisions of this contract is hereto attached and made a part thereof.
- (14) WHEREVER the term "West Virginia Department of Highways" is used in any contract document, it means "West Virginia Parkways Authority."
- (15) THIS CONTRACT has been recommended by the General Manager and in witness thereof, the "AUTHORITY" has caused its corporate name to be signed hereto by Gregory C. Barr, General Manager, and its corporate seal affixed hereto, and "CONTRACTOR" has caused this contract to be properly executed as set forth below:

(SEAL)

*(name of corporation)*

ATTEST:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name and Title of Officer Signing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

**WEST VIRGINIA PARKWAYS  
AUTHORITY, a Corporation**

\_\_\_\_\_  
General Manager

**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_

—

Hereinafter called the “PRINCIPAL” and \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

a corporation, incorporated under the laws of the State  
of \_\_\_\_\_

hereinafter called the “SURETY” are held and firmly bound unto the West Virginia Parkways Authority  
and the Trustee in the full and just sum of

\_\_\_\_\_

—

lawful money of the United States of America, to be paid to the West Virginia Parkways Authority,  
which payment well and truly too be made and done, we bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and severally firmly by these presents.

Sealed with our respective seals and  
dated \_\_\_\_\_.

The condition of this obligation is such: THAT WHEREAS, the said “PRINCIPAL” as “Contractor” has  
entered into a certain contract dated \_\_\_\_\_  
with the West Virginia Parkways Authority, a corporation, to build and complete according to the  
plans and specifications therein described and referred to, that certain project in Fayette, Kanawha,  
Mercer and Raleigh County, West Virginia, described as follows:

PROJECT NAME: TAMARACK HVAC REPAIR  
RALEIGH COUNTY, WEST VIRGINIA  
KNOWN AND DESIGNATED AS:  
CONTRACT NO.: TH-1-15

WHEREAS, it was one of the conditions of the award of said contract that this bond be executed by  
“PRINCIPAL” and “SURETY” and delivered to the West Virginia Parkways Authority.

NOW, THEREFORE, if the said “PRINCIPAL” as contractors, shall in all respects well and truly comply  
with the terms and conditions of said contract, and his, their or its obligations there under, including  
the plans and specifications therein described and referred to, all, of which are made a part hereof,

and such alterations and modifications as may be made in said plans and specifications as therein provided, which alternations and modifications shall not operate to discharge the "PRINCIPAL" or "SURETY" on this bond, and said Contractor shall well and truly, and in a manner satisfactory to the West Virginia Parkways Authority, complete the work contracted for in accordance with the terms and conditions of said contract and within the completion date therein specified, and shall promptly pay in full to the persons, entitled thereto for all materials, gas, oil, repairs, suppliers, equipment, rental charges for equipment and charges for the use of the equipment, and labor used by the Contractor in and about the performance of such contract, including such claims, services, and obligations against subcontractors, and shall save harmless the West Virginia Parkways Authority, and the Trustee from any expense incurred through the failure of said Contractor, including subcontractors, to complete the work as specified, and for any damages growing out of the carelessness or negligence of said Contractor, his, their or its servants, agents and employees, or his subcontractors, their agents, servants, and employees, and shall fully pay off and discharge and secure the release of any and all mechanics' liens which may be placed upon said property by any subcontractor, laborer, or material men, and shall also save and keep harmless the West Virginia Parkways Authority and the Trustee from all losses to it or them from any cause whatever including patent, trademark, and copyright infringements in the manner or constructing said contract including errors in drawings furnished by the Contractor, then this obligation shall be null and void. Otherwise it shall remain in full force and effect.

(Affix Corporation Seal Here)

	_____
	Name of Corporation
	By: _____
	_____
	Title of Officer Signing
_____	
If Co/Surety Company	
By: _____	_____
	Surety Company
_____	By: _____
Title	
_____	_____
Street Address	Title
_____	_____
City, State, Zip Code	Street Address
_____	_____
Phone Number	City, State, Zip Code
	_____
	Phone Number

(for Surety if a Corporation)

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

by: \_\_\_\_\_  
Name of Officer Title of Officer

of: \_\_\_\_\_  
(Insert Name of Corporation)

a \_\_\_\_\_ Corporation, on behalf of the Corporation.  
(State of Incorporation)

My commission expires \_\_\_\_\_  
Notary Public

(For Surety if Corporation)

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

by: \_\_\_\_\_ as Attorney-In-Fact on behalf of  
(Name of Attorney-In-Fact)

\_\_\_\_\_  
(Insert Name of Corporation)

a \_\_\_\_\_ Corporation, on behalf of the Corporation.  
(State of Incorporation)

My commission expires \_\_\_\_\_  
Notary Public

(For Co/Surety if Corporation)

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_  
Name of Officer Title of Officer

OF: \_\_\_\_\_  
(Insert Name of Corporation)

A \_\_\_\_\_ Corporation, on behalf of the corporation.  
(State of Corporation)

My commission expires \_\_\_\_\_  
Notary Public

WEST VIRGINIA PARKWAYS AUTHORITY

\_\_\_\_\_  
WEST VIRGINIA TURNPIKE

CONTRACT NO. TH-1-15

TAMARACK HVAC REPAIRS

\*\*\*\*\*

FINAL RELEASE OF LIABILITY

I/We \_\_\_\_\_ hereby certify that all bills, charges and salaries for labor, services, materials and rental of equipment, arising out of the prosecution of the work under Contract/Project No. **TH-1-15** have been paid, or satisfactory arrangements for payment have been made. I/We further certify that all other just demands and liens relating to this project have been fully satisfied. I/We hereby release the West Virginia Parkways Authority, its Engineers and representatives from all claims demands and liability of whatsoever nature arising from anything done or furnished under this contract.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Address  
\_\_\_\_\_

Witness or Attest:

By: \_\_\_\_\_ (L.S.)

Title: \_\_\_\_\_

(Affix Corporate Seal Here)

**WEST VIRGINIA PARKWAYS AUTHORITY**  
**SPECIAL PROVISIONS**  
**To**  
**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION**  
**ROAD AND BRIDGES SPECIFICATIONS OF 2010**  
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# SPECIAL PROVISIONS

## PREFACE:

The “Standard Specifications Road and Bridges” of the West Virginia Department of Transportation, Adopted 2010, copies of which are issued separately, as amended and augmented by the January 19, 2011 Supplemental Specifications, the contract plans, this document, and the Special Provisions following, shall govern the construction of this Project and the performance of the Contract. These specifications are hereby made a part of the Contract as fully and with the same effect as if set forth at length herein.

Attention is directed to the fact that any other documents printed by the West Virginia Department of Transportation modifying or supplementing said “Road and Bridges Specifications”, such as Special Provisions (by the Department), Notice to Bidders, etc., do not form a part of this Contract nor govern its performance, unless specifically so-stated in the Special Provisions herein contained. The current edition of the WVDOT “Standard Details Book”, Volume I and II, as amended are hereby made a part of this contract.

References to “Proposal” have been used interchangeably with “Bid” in the Authority’s documents for this contract. This shall be accounted for when working contract documents prepared by the Authority with those standards prepared by WVDOT.

References made to specific section numbers in these Supplemental Specifications, or in any of the various documents which constitute the complete Contract Documents, shall, unless otherwise denoted, be construed as referenced to the corresponding section of the “Road and Bridges Specifications” issued by the West Virginia Department of Transportation in 2010.

WEST VIRGINIA PARKWAYS AUTHORITY

SPECIAL PROVISIONS

TO

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
ROAD AND BRIDGES SPECIFICATIONS  
OF 2010

The following provisions represent modifications to the corresponding sections of the West Virginia Department of Transportation Specifications, described above, and relate exclusively to the West Virginia Parkways Authority Contracts. In case of conflicting requirements between the West Virginia Department of Transportation Specifications and these modifications, the modifications shall govern. Any applicable provision in the West Virginia Department of Transportation Specifications not amended by and not in conflict with any Supplemental Specifications or Special Provision shall be in full effect.

All modifications contained herein are additions to the provisions of the designated sections of the West Virginia Department of Transportation Specifications unless the text specifically identifies a requirement to be an amendment to deletion of or substitution for a provision in the West Virginia Department of Transportation Specifications.

**SECTION 101 - DEFINITION OF TERMS**

101 Terms

The following new definitions are added to amended by this section:

**ADDENDUM** - A written, fax or telegraphic revision or addition to any of the Contract Documents, transmitted in advance of the opening of Bids to all parties who have been recorded by the Authority as having secured full sets of Contract Documents directly from the Authority or their designee.

**AUTHORITY** - The West Virginia Parkways Authority, an agency of the state created by an amendment to the Code of West Virginia by amending, in Chapter 17, an Article 16A containing Section Nos. 17-16A-1 to 17-16A-23 inclusive. The Authority's principal office is presently located at 3310 Piedmont Road, Charleston, West Virginia, 25306.

**MOT - Maintenance of Traffic MUTCD** - Manual on Uniform Traffic Control Devices for Streets and Highway and the West Virginia Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways.

**BID BOND** - One of the two permissible means of security offered as the Bid Guaranty, in the form of a surety bond executed by the Bidder and the Contractor's Surety, guaranteeing that if the Authority Should award the Contract to the Contractor, the Bidder will execute and deliver the Contract Agreement and Contract Bond, together with other required documents (see Sec. 103.5), all within the prescribed time (see Sec. 103.8).

**STANDARD DRAWINGS** - Whenever the Plans and/or Specifications refer to “Standards” or “Standard Drawings” such reference shall be construed to mean the set of drawings issued by the West Virginia Department of Transportation, Division of Highways, and entitled Standard Details Book, Volumes I, II and III. Those standards or standard drawings current at the date of advertisement are applicable to work on this Contract.

**FULL COMPLETION OF ALL WORK (OR TO FULLY COMPLETE ALL WORK)** - The completion of all work specified under this Contract as evidenced by the formal acceptance thereof by the Authority.

**TRAFFIC CONTROL MANUAL** - The West Virginia Traffic Control for Streets and Highway Construction and Maintenance Operations Manual, dated September, 1996 and all subsequent revisions when revised.

Whenever in the various Contract Documents the term, “Commission” or “State” appears, it shall be replaced by the term, “West Virginia Parkways Authority.” Similarly, the term, “Commissioner” shall be replaced by the term, “General Manager” of the West Virginia Parkways Authority.

Whenever in the West Virginia Department of Transportation Specifications and Standard Drawings the term “Division” or “West Virginia Department of Transportation” appears, it shall be replaced by the term, “West Virginia Parkways Authority,” except in references to said West Virginia Department of Transportation, Division of Highways, as being the author of certain Specifications and Standard Drawings, and in reference to said Division as the agency prequalifying prospective Bidders.

Whenever in the West Virginia Department of Transportation Specifications, Special Provisions and Standard Drawings the term, “District Engineer” appears, it shall be replaced by the term, “Engineer”.

The definitions for the following terms as they appear in this section are deleted and the following definitions substituted therefore:

**CONTRACT TIME** - Each working day indicated in the Specifications or Special Provisions as the time allowed for the completion of any designated portion or for all of the work under the Contract, including any extensions thereto that may subsequently be authorized.

**SPECIFICATIONS** - The general term comprising all the directions, provisions and requirements contained in the West Virginia Department of Transportation, “Roads and Bridges Specifications”, 2010, Edition, and their latest Supplemental Specifications, the Authority’s Supplemental Specifications and Special Provisions, and in any Addenda and Change Orders or Supplemental Agreements that may be issued, all of which are necessary for the proper performance of the Contract.

## SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

### 102.1 Prequalification of Bidders

This Section is amended as follows:

Only contractors, who attended the mandatory pre-bid conference and are licensed with the West Virginia Contractors Licensing Board, will be permitted to submit Bids for this Project.

Contract documents are made available to all parties (as stated in the Advertisement for Bids).

### 102.2 Contents of Proposal Forms

The following documents are bound with and are also a part of the Bid Form:

Non-Collusion Affidavit  
Contractor's License Certification  
Prequalification of Bidders Certification  
Addenda Certifications  
Non Discrimination Requirement

### 102.5 Examination of Plans, Specifications and Site of Work

Add the following paragraphs:

The Bidders are required to visit the Project site to form their own conclusions regarding access requirements, effort required to perform the tasks and other information needed to prepare their bid. Prior to visiting the site, a Bidder shall notify the Authority of the time and date of the Bidder's visit.

Any Addenda that may be issued will be sent either by certified mail, overnight mail, facsimile, or some other means by which receipt of same can be accurately documented. The return to the Authority of a prospective Bidder's receipt of such Addenda will also be prima facie evidence that the Bidder has received and acknowledged the Addenda and has taken the contents thereof into consideration in preparing the Bidder's Bid.

### 102.6 Preparation of Bid

The Non-Collusion Affidavit must be executed by the person signing the Bid. In the case of Joint Venture Bidders, only the person signing the Bid on behalf of the Contractors involved need execute the Non-Collusion Affidavit.

The West Virginia Parkways Authority may elect to receive bids on more than one construction contract on the same date. When this event occurs, the Authority will award the various contracts after all of the bids for the various contracts are received and analyzed.

### 102.7 Bid Guaranty

The following is added:

If a certified check is submitted as the Bid Guaranty, the check is to be made payable to the West Virginia Parkways Authority, and the project name and Contract number shall also appear on the face of the check, as well as the business name of the bidder.

A bid bond will be accepted only if executed on a form which contains the exact wording as the Bid Bond included in these contract documents form. Any bid accompanied by a bond having wording, which differs in any respect from the Bid Bond form may be rejected.

### 102.9 Delivery of Proposals

The third sentence of the first paragraph of this Section is deleted, and the following clause substituted:

Bids will be accepted at the Authority's office at 3310 Piedmont Road, Charleston, West Virginia 25306 until scheduled bid opening time.

## SECTION 103 - AWARD AND EXECUTION OF CONTRACTS

### 103.2 Award of Contract

Delete the contents of 103.2 and replace with the following:

The Authority will award a contract within thirty (30) days of the bid opening for said Contract. If a Contract is not awarded within this time period, the Bidder shall have the right to withdraw the Bidder's Bid for the Contract without penalty or prejudice, unless the award date is extended by mutual consent.

The Authority agrees that Award of Contract, if made, will be determined without discrimination on the ground of race, creed, color, sex or national origin.

### 103.6 Insurance Requirements

Delete the heading and contents of Section 103.6.1 and replace with the following:

#### 103.6.1 Contractor's General Liability Insurance

The Contractor shall maintain commercial general liability (CGL) coverage with limits not less than:

General Aggregate	\$2,000,000
Products Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence*	\$1,000,000
Fire Damage	\$ 50,000

Medical Expense Limit

\$ 5,000

\*Each Occurrence limit shall be \$2,000,000 when performing any operations that are subject to 107.8. Railway-Highway Provisions.

The CGL shall be written on ISO occurrence form CG 00 01, or equivalent, and shall cover liability arising from premises-operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage whenever work involving these exposures are undertaken. The CGL policy shall include endorsements that amend the aggregate limits of insurance to be applicable to each construction project separately.

Contractor shall furnish an Acord Form 25-S Certificate of Insurance, or its equivalent, with a 30-day notice of cancellation provisions to evidence this CGL coverage.

Delete the heading and contents of Section 103.6.2 and replace with the following:

#### 103.6.2 Employer's Liability Insurance

The Contractor shall also give evidence of insurance for Employer's Liability Insurance, with a 30-day notice of cancellation. The Employer's Liability policy must include coverage to protect the contractor for claims brought under Section 23-4-2 of West Virginia Code. The limits of insurance under this section shall be as follows:

Each accident	\$1,000,000
Each disease	\$1,000,000
Each disease employee	\$1,000,000

Evidence of this coverage can be set forth on the ACORD 25-S specified in Subsection 103.6.1.

Delete the heading and contents of Section 103.6.4 and leave blank.

Delete the heading and contents of Section 103.6.5 and leave blank.

Delete the heading and contents of Section 103.6.6 and replace with the following:

#### 103.6.6 General

The Contractor shall procure and maintain at his own expense, until acceptance by the Authority of the Project, insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts herein provided, with insurance companies authorized to do business in the State. Before commencing the work, certificates of insurance together with declaration pages in satisfactory form shall be submitted to the Authority showing that he and all of his subcontractors have complied with this Subsection. The certificate or certificates and declaration pages shall provide that the policies shall not be changed or canceled until 30 days notice has been given to the Authority. All certificates and notices of cancellation or change shall be mailed to Gregory C. Barr, General Manager, WV Parkways Authority, P.O. Box 1469, Charleston, WV 25325. Upon request, the Contractor shall furnish the Authority with a certified copy of each policy, including the provisions establishing premiums.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the Authority from taking such other actions as are available to it under any other provision of this Contract or otherwise in law.

The above required CGL Insurance shall name as additional insures the Authority, the Engineer and his consultants and each of their officers, agents and employees.

The insurance policy shall be endorsed to include Broad Form Property Damage, Contractual Liability, Completed Operations and Independent Contractors.

### **103.7 Special Insurance**

#### **103.7.1 Marine Liability Insurance**

The Contractor and/or Subcontractors engaged in marine operations must obtain "Primary Protection and Indemnity Insurance" with the limit of liability clause to be \$1,000,000 single limit for each occurrence.

#### **103.7.2 Worker's Compensation and Employers Liability Insurance**

##### **The Contractor shall provide:**

1. Worker's Compensation Insurance - In accordance with the requirements of the laws of the State of West Virginia and shall include an all states endorsement to extend coverage to any state, which may be interpreted to have legal jurisdiction.
2. Employers Liability Insurance - Limit of not less than \$500,000 for each accident.

#### **103.7.3 Excess Protection and Indemnity**

This insurance shall have a minimum limit of \$1,000,000.

#### **103.7.4 Umbrella Liability**

This insurance shall have a minimum limit of \$1,000,000. The above required Umbrella Liability Insurance shall name as additional insured the Authority, the Engineer and his consultants and each of their officers, agents, and employees.

#### **103.7.5 Indemnity**

To the fullest extent permitted by Law and Regulations, Contractor shall defend, indemnify and hold harmless the Authority, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants of each and any of them, from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the Work; provided that such claim, cost, loss or damage: (I) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (II) is caused in whole or in part by any negligent act or omission of Contractor, Subcontractor, Supplier, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by the negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Law or Regulations regardless of the negligence of such person or entity. Without limiting the generality of the foregoing, this indemnification obligation shall extend to and include any actions brought by, or in the name of, any employee of Contractor or organization to whom the Contractor is legally liable.

#### 103.10 Preconstruction Conference

Delete this subsection. Substitute the following:

The preconstruction conference will be scheduled at a mutually agreed time as soon as possible after the award of the Contract. It will be held at the Authority Headquarters at 3310 Piedmont Road. The Contractor, his superintendent or an agent authorized to sign the Contract Documents shall be present at the conference. The Contractor shall present the following items:

1. Contract Bond
2. Insurance Certificates
3. West Virginia Worker's Compensation Certificate

### **SECTION 105 - CONTROL OF WORK**

#### 105.5 Cooperation of Contractor

Add the following sentence:

The Contractor shall obtain from the WVDOT, at the Contractor's expense, all necessary copies of the West Virginia Department of Transportation (WVDOT) Road and Bridges 2010 Specifications and Standard Drawings.

#### 105.17 Submission and Disposition of Claims

The first paragraph of this section is deleted and the following substituted therefore:

Early or prior knowledge by the Authority of an existing or impending claim for damages might alter the plans, scheduling and other actions of the Authority or result in mitigation or elimination of the effect of the act objected to by the Contractor. Therefore, a written statement describing (1) the act of omission or commission by the Authority or its agents that allegedly caused damage to the Contractor and (2) the nature of the claimed damage, must be submitted to the Engineer at the time of occurrence or beginning of the work upon which the claim and subsequent action is base. If such damage is deemed certain in the opinion of the Contractor to result from the Contractor's acting upon an order emanating from the Engineer, the Contractor shall take written exception to such order immediately. Submission of notice of claim as specified shall be mandatory, failure to comply shall be a conclusive waiver to such claim for damages by the Contractor. Mere oral notice or statement will not be sufficient nor will notice or statement after the event since it tends to hinder, if not prevent, the Authority's investigation of the pertinent facts. At the time of occurrence or prior to beginning the work,

the Contractor shall furnish the Engineer with an itemized list of equipment, labor and materials for which additional compensation will be claimed. The Contractor shall afford the Engineer every facility for keeping actual cost of the work. The Contractor and Engineer shall compare records and bring them into agreement at the end of each day. Failure on the part of the Contractor to afford the Engineer proper facilities for keeping strict account of actual cost will constitute a waiver of the claim for such extra compensation except to the extent that it is substantiated by Authority records. The filing of such notice by the Contractor and the keeping of cost records by the Engineer shall in no way be construed to establish validity of the claim. In the event the Contractor's claim contains Contractor-furnished data which cannot be verified from the Authority's project record, such data shall be subject to complete audit by the Authority or its authorized representative if it is to be used as a basis for claim settlement.

Add the following:

#### 105.19 Contractor's Toll Passage

The Contractor shall be responsible for payment of tolls.

#### 105.20 Material Acceptance

In general, the materials must be approved by the representative designated by Tamarack.

### **SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

#### 107.7 Public Convenience and Safety

Add the following after the last paragraph:

All workers at the construction site whether employed by the Contractor or others shall wear safety vests of approved color at all times. There are no exceptions, this includes truck drivers, delivery men, etc. The Contractor shall have a ready supply of vests at all times and issue as required to conform to these requirements.

The Contractor shall be solely responsible for the enforcement of these requirements and shall promptly remove any person that refuses to wear an approved vest on Turnpike Property.

#### 107.14 Responsibility for Damage Claims

Delete the first line of the first paragraph and substitute:

"The Contractor shall indemnify and save harmless the Trustee, the Authority, the Engineer and its employees".

## SECTION 108 - PROSECUTION AND PROGRESS

### 108.1 Subletting of Contract

Subletting will not be permitted.

## SECTION 109 - MEASUREMENT AND PAYMENT

### 109.6 Partial Payment

Delete the entire section on "Substitution of Securities for Retainages".

Delete the paragraph regarding investment of retainages in the Consolidated Investment Fund of the State of West Virginia.

### 109.7 Payment For Material On Hand

**This Section is amended to the extent that Contractor's invoices for materials delivered to the site shall show actual prices for such materials.**

## SECTION 110 - MISCELLANEOUS PROVISIONS

### 110.2 Minimum Wage Determinations

Delete the contents and substitute the following:

The West Virginia Division of Labor Wage Rates and Prevailing Wage Classification Work Descriptions in effect at the time of the bid opening will become a part of the contract documents. The Contractor must post the West Virginia Division of Labor Wage Rates on the jobsite at a location accessible to employees.

The West Virginia Division of Labor Wage Rates may be found posted at the Division's Internet website [www.wvdot.com](http://www.wvdot.com) by choosing the "Contractors" icon and selecting "WV Division of Labor Prevailing" under "Wage Rates" heading then select the appropriate year of wage rates from under the heading "Publications and Services" or a printed version can be obtained from the Secretary of State's Office or from the West Virginia Department of Transportation, Division of Highways, Contract Administration Division or from the West Virginia Division of Labor at the following address:

West Virginia Division of Labor  
Building 6, Room 749-B  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0570

If the Proposal contains U. S. Department of Labor Wage Rates and wage rates established by the West Virginia Division of Labor the minimum wage paid shall be the higher rate for each job classification.

The Prevailing Wage Classification Work Descriptions may be found posted at the Division's Internet website [www.wvdot.com](http://www.wvdot.com) by choosing the "Contractors" icon and selecting "Prevailing Wage Classification (PDF)" under work descriptions or a printed version can be obtained from the West Virginia Department of Transportation, Division of Highways, Contract Administration Division or from the West Virginia Division of Labor at the address listed above.

WEST VIRGINIA PARKWAYS AUTHORITY

SPECIAL PROVISIONS FOR

**WEST VIRGINIA JOBS ACT  
as amended and re-enacted by Senate Bill No. 352,  
to take affect March 15, 2003**

WEST VIRGINIA PARKWAYS AUTHORITY

SPECIAL PROVISIONS FOR

SUBCONTRACTOR PROMPT PAYMENT

1. GENERAL:

Contractors shall pay subcontractors for work satisfactorily performed by subcontractor, within fourteen (14) calendar days of receipt from the Authority of payment for subcontracted work. Retainage may be held by the contractor during the pendency of a subcontractor's work in accordance with terms of the subcontract but must be released by the contractor within fourteen (14) calendar days of satisfactory completion of the subcontractor's work and payment for the completed subcontract work by the Authority. Acceptance of the subcontracted work by the Authority shall constitute satisfactory completion of subcontracted work.

2. WITHHOLDING PAYMENT RESTRICTIONS:

The Contractor may delay or postpone payment, or delay or postpone release of retainage for good cause. This may include but shall not be

limited to failure by the Subcontractor to pay for labor, supplies, or materials, or to provide any required documentation. Delay or postponement of payment may only be affected after written approval by the Authority.

### 3. PENALTIES FOR NONCOMPLIANCE:

Failure to promptly pay subcontractors or to release subcontractor's retainage may result in disqualification of a contractor as non-responsible or refusal by the Authority to issue a Proposal Form to a contract for future projects as provided in Subsection 102.3. All subcontracting agreements made by the contractor as provided in Subsection 108.1 shall include this special Provision as incorporated in the contract. All disputes between the contractors and subcontractors relating to payment for completed work or retainage shall be referred to an independent dispute resolution arbitrator. Authority will provide internal controls to expedite the determination and processing of final quantities for the satisfactorily completed subcontracted portions of the contract in order to provide for prompt return of retainage.

Date: 1-10-2000

Rev: 4-1-11

**This special provision shall not apply to any project in which federal funds are used for its construction.**

If the Contract Bid Amount is equal to or greater than \$1,000,000 the West Virginia Jobs Act (Chapter 21 Article 1C of the West Virginia Code) and the following shall apply.

The Prime Contractor and all Subcontractors who work onsite are required to provide at least 75% of the workers from the local labor market as defined by the Act. The local labor market as defined by the Act includes all counties in West Virginia and any county that is within seventy-five miles of the West Virginia border. Each employer is permitted to have two workers from outside the local labor market. If workers are not available from inside the local labor market, the contractor shall obtain an employment waiver certificate from the local office of the West Virginia Job Service.

The Prime Contractor and all Subcontractors who work onsite shall provide to the WVPA a certified payroll and all employment waiver certificates for each week worked. The certified payroll must contain the County and State of residence for each employee. These shall be sent to the Director of Logistics & Procurement at the West Virginia Parkways Authority, PO Box 1469, Charleston, WV 25325.

The West Virginia Division of Labor is responsible for interpreting and enforcing the provisions of the West Virginia Jobs Act. The information in this provision is being provided, as guidance to Contractors and is not meant to be all-inclusive. Not all information relating to the West Virginia Jobs Act is included in this provision.

## WEST VIRGINIA PARKWAYS AUTHORITY

### SPECIAL PROVISIONS FOR

### CONTRACT TH-1-15

### TAMARACK HVAC REPAIR

## 1. GENERAL

### 1.1 Definitions

**1.1.1 Authority:** The term “Authority” means the West Virginia Parkways Authority. The Authority is represented by the General Manager and his designated representatives. These will include Authority employees and HNTB Corporation employees.

**1.1.2 Operation Base:** The operation base for Contract TH-1-15 will be provided at Tamarack for the Contractor to store materials, equipment and vehicles not in use, park employee’s vehicles and establish a base for employees to report to work. Specific locations inside the fenced areas will be designated by the Authority Maintenance supervisors.

### 1.2 Basis of Contract Award

The Authority reserves the right to reject any and all proposals. Award of this contract will be based on the proposed rates listed on Sheet 6, and the Cost Summary Comparison on Sheet 7. At the time of bid, the actual amount of work to be performed is unknown and no amount of work is guaranteed.

### 1.3 Specifications & Contract Documents

The Contractor shall fully comply with the WVDOH Standard Specifications, Roads and Bridges, adopted 2010 and Supplemental Specifications, dated January 19, 2011, except as amended by the contract documents and special provisions contained herein.

### 1.4 Bid/Proposal Guaranty

Proposals must be accompanied by a Cashier's Check, Certified Check or Proposal Guaranty Bond in favor of the West Virginia Parkways Authority for an amount equal to Five Percent (5%) of the amount of the proposal or \$2,000 whichever is the greater.

#### **1.5 Contract Bond**

At the time of execution of the Contract, the successful bidder shall execute and deliver to the Authority a payment and performance bond with the West Virginia Parkways Authority as obligee in the amount of \$200,000, with good and sufficient corporate surety. The bond shall be signed by an Agent Licensed in West Virginia who shall list his complete address and phone number.

#### **1.6 Regulatory Agencies**

The Contractor shall perform all work in accordance with accepted construction standards and in compliance with Steel Structures Painting Council (SSPC), Occupational Safety and Health Act (OSHA), United States Coast Guard (USCG), Army Core of Engineers (USACE), United States Environmental Protection Agency (EPA), West Virginia Air Pollution Control Commission (WVAPCC), West Virginia Division of Environmental Protection (WVDEP), manual entitled, "WVDOH Best Management Practice for Containment/Disposal of Waste Products Generated During Bridge Cleaning and Painting Activities," and other regulatory agencies' rules, regulations, standards and guidelines currently in effect.

#### **1.7 Insurance**

The Contractor shall furnish insurance in accordance with Subsections 103.6 and 103.7 of this proposal.

#### **1.8 Personnel**

The Contractor shall furnish the following personnel who are thoroughly familiar with the above regulations, the specified requirements and the methods needed for proper performance of work. A mechanical engineer, WVPE, with at least 5 years of experience in the HVAC field. Two HVAC Universal Technicians with at least 5 years' experience in the HVAC field. They need to have experience in large commercial systems that utilize multiple air handlers, chillers, VAVs and heat exchangers. Must have a universal refrigeration license. Must have a good strong electrical background including knowledge of energy management systems such as Tracer Summit, and have strong technical background in the operation, repair and maintenance of Trane type VAV units or equivalent.

### **1.9 Daily Time Sheets**

The contractor shall prepare daily time sheets, quantity sheets, equipment sheets, which all are to be signed by the Authority's representative. Details are explained in Section 4.

### **1.10 Parking & Material Storage**

The Authority will make an operation base located on Tamarack property available for storing materials, parking equipment after hours, and for parking Contractor's employees' vehicles and other vehicles and equipment not in use. All employees' and Contractor's vehicles and equipment not needed in the execution of the work shall be parked in these designated areas. These areas shall be cleaned up and restored to their original condition at the end of the construction season.

### **1.11 Toll Passage**

The new toll collection system will not accommodate toll-free passage for contractors. Contractors are required to pay all tolls. However, the contractor will be reimbursed for job related tolls based on receipts submitted with monthly invoices.

### **1.12 Termination**

If the Authority determines that the Contractor is not diligently pursuing the work, making the required progress, performing substandard work or invoicing falsely, a meeting will be scheduled to address these problems. If these problems continue after this warning, the Authority will terminate this contract.

## **2. SCOPE OF WORK**

### **2.1 Contractor Responsibility**

The Contractor shall furnish the labor, supervision, equipment, small tools, supplies, safety equipment, and materials not furnished by the Authority necessary to perform all tasks.

### **2.2 Proposed Work**

**Description:** This project generally consists of repairs to AHU #1 involving replacement of the air VFD and the return air blower needs new barring and grease tubes, and repairs to 11 nonfunctioning VAVs located at various places within the Tamarack building. The AHU and VAV's are Trane units, and the control system is a Trane Tracer Summit Version 14.00.0156 Service Pack 3, Copyright 2002.

This is a TANE M-Series Climate Changer Air Handler. The Unit Module number is: MCCB040UA0A0UA. This work will be performed over 35 working days from 8:00 pm to 6:00 am, Monday thru Friday. Total cost for the project is not to exceed \$200,000 without the written approval of the Authority. Other assignments may be made, upon the direction by the Authority's representative, but the total cost of all work is not to exceed \$200,000. The contractor is to coordinate his work with the Authority's representative to ensure that Tamarack services and products are not impaired. Tamarack employees will remove or cover products each evening to allow the Contractor access to his work areas. Tamarack employees will replace or uncover their products every morning prior to opening. The initial phase of work will involve a Mechanical Engineer and at least one technician inspecting AHU #1 and the 11 VAVs to determine their condition and making recommendations for repair and needed parts. The second phase of work will be the actual repair of AHU #1 and the 11 VAV's. Once repairs are completed the repaired units are to be tested to ensure that they are performing as required.

### **2.3 Contractor Personnel**

The Contractor shall furnish a Mechanical Engineer, WVPE, for the initial phase of work for inspection of the AHU #1 and the 11 VAV's to determine needed repairs and parts. He is to be assisted by a HVAC Universal Technician. The Mechanical Engineer may be requested to perform other activities as directed by the Authority's representative. The Contractor will furnish two HVAC Universal Technicians and a laborer for the actual repair work. Their work hours will be from 8:00 pm to 6:00 am, Monday thru Friday. Other assignments may be required at the direction of the Authority's Representative. This additional assignment may include repairs to other AHU's and other VAV's.

### **2.4 Material Purchases**

The Contractor shall seek the most economical material prices available that includes shipping cost to the site. Material suppliers and prices must be approved by the Authority. The Authority will purchase some of the materials directly. There will be no markup applied to materials purchased by the Authority.

Tamarack will provide a suitable storage area near the construction site for materials.

## **3. SUBMITTALS**

### **3.1 General**

Submittals 3.2 through 3.5 shall be submitted with the proposals. Proposals not containing these submittals will not be considered.

### **3.2 Proposed Labor & Miscellaneous Rates**

Rates are to be proposed for the items listed on Sheet 6. The proposed labor rates shall include the current WVDOL wage rates, percentages added to these rates for overhead, profit, payroll taxes, and insurance and current industry fringe benefits.

### **3.3 Cost Comparison Summary**

List proposed unit prices, perform extensions, and total the prices to arrive at total comparison cost on Sheet 7.

### **3.4 Work Experience**

The work experience forms contained herein must be completed and submitted by all bidders and bound in this proposal. List the names of projects, owner, date that the work was done, and name and phone number of owner's representative who can be contacted regarding job performance on each project.

### **3.5 Insurance Certificates**

Prior to commencing work, the Contractor shall submit insurance certificates in accordance with this proposal.

## **4. REIMBURSABLE COSTS**

### **4.1 General**

This section supersedes WVDOH Standard Specifications Section 109, "Measurement and Payment."

Payment will be made at the proposed rates for those items listed in the proposal and on a cost plus percentage markup for materials.

The Contractor shall prepare daily time sheets for each assignment. These shall be signed by the site Supervisor and list each employee by name and craft and list the number of regular hours worked. All materials incorporated into the job and equipment consumables, and supplies utilized shall be listed daily for each bridge. These will be reviewed and signed by the Authority's representative to indicate concurrence.

### **4.2 Labor & Expenses**

With the exception of key personnel, the Contractor shall use local West Virginia labor. Work shall generally be performed on a straight time basis unless written agreement is given by the Authority to work overtime.

When overtime is authorized, reimbursement will be made at current rates. A markup will be permitted for only payroll taxes and insurance on the premium portion of overtime pay. There shall be no markup for other overhead and profit on the premium portion of overtime pay. The overtime rate applies to only those employees receiving premium pay and will start after 40 hours per week.

**4.2.1 WVDOL Labor Rates:** These shall be current West Virginia Division of Labor Wage Rates. Certified payrolls are required with all invoices.

- 4.2.2 Multiplier:** Contractor's overhead, profit, payroll taxes, and insurance shall be added as a percentage of the straight time labor rates. Overhead shall include all other costs not specifically mentioned herein. This shall be reimbursement for overhead, profit, payroll taxes, State and Federal Unemployment and Social Security taxes, Workers' Compensation Insurance, and all required Liability Insurance.
- 4.2.3 Overhead:** In addition to payroll taxes and insurance, the labor rates shall include the below listed overhead items:
1. Office support personnel including company officers, estimators, clerks, secretaries, and receptionists.
  2. Office activities including payroll processing and all job related invoicing.
  3. All job communication activities including, phone, FAX, U.S. Mail, etc.
- 4.2.4 Fringe Benefits:** These shall be the current industry fringe benefits that include vacation, welfare, pension, travel, industry fund, apprentice training, etc.
- 4.2.5 Proposed Hourly Labor Rate:** The proposed hourly rate shall equal the WVDOL labor rate plus the WVDOL labor rate times the multiplier described in 4.2.2 plus the current fringe benefits or  $4.2.5 = 4.2.1 + (4.2.1 \times 4.2.2) + 4.2.4$ .
- 4.2.6 Apprentices:** The apprentice invoice labor rate will be based on the amount actually paid to the apprentice. This rate shall be calculated using the formula in 4.2.5 above substituting the rate paid the apprentice for the WVDOL labor rate.
- 4.2.7 Additional Trades:** The invoice hourly labor rates for trades not listed in the proposal shall be calculated by using the formula described in 4.2.5, the multiplier described in 4.2.2 and the WVDOL labor rate and fringes for the trade.
- 4.2.8 Travel Time to Operation Bases:** Operation base locations are listed in Subsection 1.1.2. Equipment and vehicles not in use and Contractor's employees' vehicles are to be parked at these locations. Employees shall report to work at these locations and travel to and from their homes and bases on their own time.

#### **4.3 Materials, Supplies, & Consumables**

All materials incorporated into the work, supplies, and consumables shall be listed on the daily time sheet for each task. The Authority's site representative will review and sign all daily forms to indicate concurrence. Invoices shall include signed copies of the daily time sheets for each invoice period.

Reimbursement will be made at the actual Contractor cost including freight charges plus 10% for overhead and profit. Materials, supplies, equipment full, concrete blades, drill bits and consumables shall be invoiced bi-monthly. All invoices for these items must be approved by the Authority's representative. Receipted invoices are required for all materials prior to making payment under this Contract.

#### **4.4 Taxes**

Reimbursement will be made for any State and municipal business and occupation taxes paid in relation to the execution of the work.

#### **4.5 Permits & Licenses**

Reimbursement will be made for permits and licenses required for the execution of the work.

### **5. INVOICES**

Contractor invoicing shall be done promptly so that expenditures can be monitored. Invoices are due two weeks after the closing date for the invoice period. Invoices shall be submitted to West Virginia Parkways Authority, P.O. Box 1469 Charleston, WV 25325; Attention: Margaret Vickers. Invoicing will be every two weeks. Invoices will be submitted to HNTB at the end of the 15th and 30th of each month as to expedite invoice review and payment.

All invoices shall be accompanied by materials receipts, equipment rental receipts, copies of applicable signed daily time sheets, and certified payrolls. A retainage of two percent shall be deducted from the accumulative total for each invoice period. In addition, the invoices shall contain a certification and affidavit signed by a duly authorized company officer in accordance with the examples below:

#### **5.1 Example Certification**

I the undersigned do hereby certify that: (1) the above invoice reflects a true and accurate accounting of the records of (Company), and that the amount has not been paid or previously invoiced; and (2) insurance coverage as specified in the agreement furnished by (Insurance Company(s)), and Workers' Compensation coverage are still in effect.

By \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

## 5.2 Example Affidavit

CONTRACT NO. \_\_\_\_\_

INVOICE NO. \_\_\_\_\_

DATE \_\_\_\_\_

### AFFIDAVIT

STATE OF \_\_\_\_\_  
COUNTY \_\_\_\_\_

I, (Name), being first duly sworn, say that I am a(n) (Title) with (Company).

I do hereby certify that the attached billing, including Invoice No. \_\_\_\_ and the supporting documents, is true and correct and is in accordance with applicable provisions of Contract \_\_\_\_\_ and Change order (Supplemental Agreement) dated \_\_\_\_\_.

I do hereby certify that all associated records and documents not submitted herewith as may be required to support the aforementioned billings are assembled and readily available in the Contractor's office for subsequent inspection by the Authority.

I further certify that the compensation claimed in the pre-referenced billing in no way represents any degree of duplication of any payments that (Company) have received or will receive for previous or subsequent fee payments of any type under the Contract dated \_\_\_\_\_ or Supplementals thereto or from any source.

NAME \_\_\_\_\_

COMPANY \_\_\_\_\_

Taken, subscribed and sworn to before the undersigned authority this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

WEST VIRGINIA PARKWAYS AUTHORITY

SPECIAL PROVISIONS FOR

CONTRACT TH-1-15

TAMARACK HVAC REPAIRS

**EXPERIENCE - MECHANICAL ENGINEER, WVPE**

Furnish Date, Location, Owner, Contact Person and Phone Number for Five jobs completed that included HVAC work involving large commercial systems that utilize multiple air handlers, chillers, VAV's, and heat exchanges

Supervisor's Name: \_\_\_\_\_

JOB #1
JOB #2
JOB #3
JOB #4
JOB #5

WEST VIRGINIA PARKWAYS AUTHORITY

SPECIAL PROVISIONS FOR

CONTRACT TH-1-15

TAMARACK HVAC REPAIRS

**EXPERIENCE - HVAC Universal Technician**

Furnish Date, Location, Owner, Contact Person and Phone Number for Five jobs completed that included HVAC work involving large commercial systems that utilize multiple air handlers, chillers, VAV's, and heat exchanges.

Supervisor's Name: \_\_\_\_\_

JOB #1
JOB #2
JOB #3
JOB #4
JOB #5

WEST VIRGINIA PARKWAYS AUTHORITY

SPECIAL PROVISIONS FOR

CONTRACT TH-1-15

TAMARACK HVAC REPAIRS

**EXPERIENCE - HVAC Universal Technician**

Furnish Date, Location, Owner, Contact Person and Phone Number for Five jobs completed that included HVAC work involving large commercial systems that utilize multiple air handlers, chillers, VAV's, and heat exchanges.

Supervisor's Name: \_\_\_\_\_

JOB #1
JOB #2
JOB #3
JOB #4
JOB #5